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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

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BETTY DUKES, et al.,

Plaintiffs,

v.

WAL-MART STORES, INC.,

Defendant.

Case No. 3:01-cv-2252-CRB (JSC)

PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1       2.     DEFINITIONS2       2.1     Challenging Party: a Party or Non-Party that challenges the designation of information or  
3 items under this Order.4       2.2     “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,  
5 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure  
6 26(c).7       2.3     Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as  
8 their support staff).9       2.4     Designating Party: a Party or Non-Party that designates information or items that it  
10 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”11      2.5     Disclosure or Discovery Material: all items or information, regardless of the medium or  
12 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
13 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in  
14 this matter.15      2.6     Expert: a person with specialized knowledge or experience in a matter pertinent to the  
16 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in  
17 this action.18      2.7     “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:  
19 extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-  
20 Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.  
21 The designation of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be given only to  
22 Wal-Mart HR data to the extent it contains highly confidential personal information of Wal-Mart  
23 employees. However, any expert summaries of such “HIGHLY CONFIDENTIAL – ATTORNEYS’  
24 EYES ONLY” information, which do not identify particular Wal-Mart employees and do not impinge on  
25 their rights of privacy, shall not constitute “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
26 information.27      2.8     House Counsel: attorneys who are employees of a party to this action. House Counsel  
28 does not include Outside Counsel of Record or any other outside counsel.

1           2.9     Non-Party: any natural person, partnership, corporation, association, or other legal entity  
 2 not named as a Party to this action.

3           2.10    Outside Counsel of Record: attorneys who are not employees of a party to this action but  
 4 are retained to represent or advise a party to this action and have appeared in this action on behalf of that  
 5 party or are affiliated with a law firm which has appeared on behalf of that party.

6           2.11    Party: any party to this action, including all of its officers, directors, employees,  
 7 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

8           2.12    Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in  
 9 this action.

10          2.13    Professional Vendors: persons or entities that provide litigation support services (e.g.,  
 11 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or  
 12 retrieving data in any form or medium) and their employees and subcontractors.

13          2.14    Protected Material: any Disclosure or Discovery Material that is designated as  
 14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

15          2.15    Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing  
 16 Party.

17          3.       SCOPE

18          The protections conferred by this Stipulation and Order cover not only Protected Material (as  
 19 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,  
 20 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or  
 21 presentations by Parties or their Counsel that might reveal Protected Material. However, the protections  
 22 conferred by this Stipulation and Order do not cover the following information: (a) any information that is  
 23 in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain  
 24 after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order,  
 25 including becoming part of the public record through trial or otherwise; and (b) any information known to  
 26 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a  
 27 source who obtained the information lawfully and under no obligation of confidentiality to the Designating  
 28 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

1       4.     DURATION

2              Even after final disposition of this litigation, the confidentiality obligations imposed by this Order  
 3 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise  
 4 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
 5 action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all  
 6 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any  
 7 motions or applications for extension of time pursuant to applicable law.

8       5.     DESIGNATING PROTECTED MATERIAL

9       5.1     Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-  
 10 Party that designates information or items for protection under this Order must take care to limit any such  
 11 designation to specific material that qualifies under the appropriate standards. The Designating Party must  
 12 designate for protection only those parts of material, documents, items, or oral or written communications  
 13 that qualify – so that other portions of the material, documents, items, or communications for which  
 14 protection is not warranted are not swept unjustifiably within the ambit of this Order.

15              Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be  
 16 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or  
 17 retard the case development process or to impose unnecessary expenses and burdens on other parties)  
 18 expose the Designating Party to sanctions.

19              If it comes to a Designating Party's attention that information or items that it designated for  
 20 protection do not qualify for protection, that Designating Party must promptly notify all other Parties that  
 21 it is withdrawing the mistaken designation.

22       5.2     Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
 23 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
 24 Discovery Material that qualifies for protection under this Order must be clearly so designated before the  
 25 material is disclosed or produced.

26              Designation in conformity with this Order requires:

27                  (a) for information in documentary form (e.g., paper or electronic documents, but  
 28 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix

1 the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to  
 2 each page that contains protected material. If only a portion or portions of the material on a page qualifies  
 3 for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
 4 appropriate markings in the margins).

5 A Party or Non-Party that makes original documents or materials available for inspection need not  
 6 designate them for protection until after the inspecting Party has indicated which material it would like  
 7 copied and produced. During the inspection and before the designation, all of the material made available  
 8 for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the  
 9 inspecting Party has identified the documents it wants copied and produced, the Producing Party must  
 10 determine which documents, or portions thereof, qualify for protection under this Order. Then, before  
 11 producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" or "HIGHLY  
 12 CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend to each page that contains Protected Material.  
 13 If only a portion or portions of the material on a page qualifies for protection, the Producing Party also  
 14 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
 16 Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding,  
 17 all protected testimony.

18 (c) for information produced in some form other than documentary and for any other  
 19 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
 20 containers in which the information or item is stored the legend "CONFIDENTIAL" Or "HIGHLY  
 21 CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only a portion or portions of the information  
 22 or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected  
 23 portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate  
 25 qualified information or items does not, standing alone, waive the Designating Party's right to secure  
 26 protection under this Order for such material. Upon timely correction of a designation, the Receiving Party  
 27 must make reasonable efforts to assure that the material is treated in accordance with the provisions of this  
 28 Order.

1       6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2       6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 3     confidence at any time. Unless a prompt challenge to a Designating Party's confidentiality designation  
 4     is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant  
 5     disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality  
 6     designation by electing not to mount a challenge promptly after the original designation is disclosed.

7       6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution process by  
 8     providing written notice of each designation it is challenging and describing the basis for each challenge.  
 9     To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the  
 10    challenge to confidentiality is being made in accordance with this specific paragraph of the Protective  
 11    Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by  
 12    conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14  
 13    days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its  
 14    belief that the confidentiality designation was not proper and must give the Designating Party an  
 15    opportunity to review the designated material, to reconsider the circumstances, and, if no change in  
 16    designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to  
 17    the next stage of the challenge process only if it has engaged in this meet and confer process first or  
 18    establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely  
 19    manner.

20       6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,  
 21     the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and  
 22     in compliance with Civil Local Rule 79-5 and General Order 62, if applicable) within 21 days of the initial  
 23     notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not  
 24     resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent  
 25     declaration affirming that the movant has complied with the meet and confer requirements imposed in the  
 26     preceding paragraph. Failure by the Designating Party to make such a motion including the required  
 27     declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
 28     designation for each challenged designation. In addition, the Challenging Party may file a motion

1 challenging a confidentiality designation at any time if there is good cause for doing so, including a  
 2 challenge to the designation of a deposition transcript or any portions thereof. Any motion brought  
 3 pursuant to this provision must be accompanied by a competent declaration affirming that the movant has  
 4 complied with the meet and confer requirements imposed by the preceding paragraph.

5       The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
 6 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
 7 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
 8 Designating Party has waived the confidentiality designation by failing to file a motion to retain  
 9 confidentiality as described above, all parties shall continue to afford the material in question the level of  
 10 protection to which it is entitled under the Producing Party's designation until the court rules on the  
 11 challenge.

12      7.       ACCESS TO AND USE OF PROTECTED MATERIAL

13      7.1       Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
 14 produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending,  
 15 or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of  
 16 persons and under the conditions described in this Order. When the litigation has been terminated, a  
 17 Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

18       Protected Material must be stored and maintained by a Receiving Party at a location and in a  
 19 secure manner that ensures that access is limited to the persons authorized under this Order.

20      7.2       Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the  
 21 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or  
 22 item designated "CONFIDENTIAL" only to:

23           (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees  
 24 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this  
 25 litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto  
 26 as Exhibit A;

27           (b) the officers, directors, and employees (including House Counsel) of the Receiving  
 28 Party to whom disclosure is reasonably necessary for this litigation and who have signed the

“Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

### 7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" Information

or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) Designated House Counsel of the Receiving Party: (1) to whom disclosure is reasonably necessary for this litigation, and (2) who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this

1 litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff, professional jury or trial consultants, and Professional

4 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the

5 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

6 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
7 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
8 otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition  
9 testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court  
10 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

11 (g) the author or recipient of a document containing the information or a custodian or  
12 other person who otherwise possessed or knew the information.

13 (h) names and addresses obtained from HR Data may be used to communicate with such  
14 persons, so for example, names and addresses may be placed on an envelope, even though that will  
15 disclose the name and address to the US Postal Service.

17 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
18 **LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation that compels  
20 disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall include a  
23 copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
25 other litigation that some or all of the material covered by the subpoena or order is subject to this  
26 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
28 Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is

1 subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a  
 2 court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
 3 court of its Protected Material.

4       10.     UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5       If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material  
 6 to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving  
 7 Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use  
 8 its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
 9 persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such  
 10 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto  
 11 as Exhibit A.

12     11.     INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
 13 MATERIAL

14       When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
 15 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are  
 16 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B) and the Court’s February 28, 2013  
 17 Stipulation and Order Regarding Inadvertent Disclosure of Privileged Material. This provision is not  
 18 intended to modify whatever procedure may be established in an e-discovery order that provides for  
 19 production without prior privilege review.

20     12.     MISCELLANOUS

21       12.1    Right to Further Relief. Nothing in this Order abridges the right of any person to seek its  
 22 modification by the court in the future.

23       12.2    Right to Assert Other Objections. By stipulating to the entry of this Protective Order no  
 24 Party waives any right it otherwise would have to object to disclosing or producing any information or  
 25 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
 26 to object on any ground to use in evidence of any of the material covered by this Protective Order.

27       12.3    Filing Protected Material. Without written permission from the Designating Party or a  
 28 court order secured after appropriate notice to all interested persons, a Party may not file in the public

1 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material  
 2 must comply with Civil Local Rule 79-5 and General Order 62. Protected Material may only be filed  
 3 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
 4 Pursuant to Civil Local Rule 79-5 and General Order 62, a sealing order will issue only upon a request  
 5 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
 6 entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal  
 7 pursuant to Civil Local Rule 79-5(d) and General Order 62 is denied by the court, then the Receiving Party  
 8 may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise  
 9 instructed by the court.

10       13.     FINAL DISPOSITION

11       Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving  
 12 Party must return all Protected Material to the Producing Party or destroy such material. As used in this  
 13 subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other  
 14 format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned  
 15 or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the  
 16 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
 17 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the  
 18 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format  
 19 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
 20 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
 21 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
 22 consultant and expert work product, even if such materials contain Protected Material. Any such archival  
 23 copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in  
 24 Section 4 (DURATION).

25       This Protective Order shall govern discovery produced after remand from the United States  
 26 Supreme Court.

27       **IT IS SO ORDERED.**

1 Dated: March 19, 2013

*Jacqueline S. Corley*  
\_\_\_\_\_  
JACQUELINE SCOTT CORLEY  
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand  
the Stipulated Protective Order that was issued by the United States District Court for the Northern District  
of California on \_\_\_\_\_, 2013, in the case of *Betty Dukes, et al. v. Wal-Mart Stores, Inc.*, Case No.  
3:01-cv-2252-CRB. I agree to comply with and to be bound by all the terms of this Stipulated Protective  
Order and I understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the  
13 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order,  
14 even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as my  
California agent for service of process in connection with this action or any proceedings related to  
enforcement of this Stipulated Protective Order.

20 Date: \_\_\_\_\_

21 City and State where sworn and signed: \_\_\_\_\_

22 Printed name:

Printed Name: \_\_\_\_\_ [printed name]

24 Signature: \_\_\_\_\_  
[signature]